

Kipp C. Leland (KL 0932)
HILL RIVKINS & HAYDEN LLP
Attorneys for Plaintiff
924 U.S. Highway 9 South (Route 9)
South Amboy, NJ 08879-3313
Tel.: 732-838-0300
Fax: 732-316-2365

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

COMPANIA SIDERURGICA
HUACHIPATO S.A.,

Plaintiff,

- against -

M/V LE SHENG, *in rem*, and COSCO
SHIPPING CO LTD., CHINA OCEAN
SHIPPING COMPANY AMERICAS
INC., and COSCO CONTAINER
LINES AMERICAS INC., *in personam*,

Defendants.

DOCKET NO.:

COMPLAINT

Plaintiff, COMPANIA SIDERURGICA HUACHIPATO S.A., through its
attorneys, Hill Rivkins & Hayden LLP, complaining of the above named defendants
alleges upon information and belief as follows:

FIRST: This Court has jurisdiction pursuant to 28 U.S.C. §1333 in
that this is an admiralty and maritime claim within the meaning of Rule 9(h) of the
Federal Rules of Civil Procedure.

SECOND: At and during all the times hereinafter mentioned, plaintiff had and now has the legal status and principal place of business at Huerfanos 669 Piso 7, Santiago, Chile.

THIRD: At and during all the times hereinafter mentioned, defendants, COSCO SHIPPING CO LTD., CHINA OCEAN SHIPPING COMPANY AMERICAS INC., and COSCO CONTAINER LINES AMERICAS INC. (hereinafter collectively referred to as “COSCO”) had and now have offices and places of business at 100 Lighting Way, Secaucus, New Jersey 07094, and now are engaged in business as common carriers of merchandise by water for hire and conducts business within the boundaries of the District of New Jersey.

FOURTH: The M/V LE SHENG is a Chinese flag bulk vessel which is now in the district or will be within the district while the action is pending, and which has traded at various ports in the United States, including the Port of New York/New Jersey, New Orleans, Mobile, Freeport, and Tampa.

FIFTH: At and during all the times hereinafter mentioned, COSCO was the owner of the M/V LE SHENG and was engaged in business as common carriers of merchandise by water for hire.

SIXTH: On or about July 19, 2005, there was delivered to defendants and to the vessel at the port of Salvador, Brazil, in good order and condition 12306.61 Metric Tons of steel coils, which the defendants received, accepted and agreed to transport for certain consideration to Huachipato, Chile, pursuant to Bill of Lading No. 1 and Bill of Lading No. 2.

SEVENTH: On or about August 5, 2005, the said vessel arrived at the Huachipato, Chile, where the cargo was delivered to the plaintiff in a damaged condition.

EIGHTH: By reason of the premises, the above named defendants breached, failed and violated their duties and obligations as common carriers and were otherwise at fault.

NINTH: By reason of the premises, the above named defendants breached, failed, and violated their contractual duties and obligations to plaintiffs.

TENTH: By reason of the premises, the above named defendants breached, failed, and violated their common law duties and obligations to plaintiffs as bailors, custodians, stevedores, transportation intermediaries, and warehousemen, and were otherwise at fault.

ELEVENTH: Plaintiff was the shipper, consignee or owner of the cargo, and brings this action on its own behalf and, as agent and trustee, on behalf of and for the interests of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

TWELFTH: Plaintiff has performed all duties and obligations on its part to be performed.

THIRTEENTH: By reason of the premises, plaintiff has sustained damages as nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the amount of \$20,000.00.

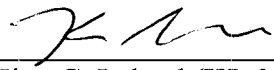
W H E R E F O R E, plaintiff prays:

1. That process in due form of law according to the practice of this Court may issue against the defendants.
2. That process in due form of law according to the practice of this court may issue against the M/V LE SHENG.
3. That if the defendants cannot be found within this District, that all of their property within this District be attached in the sum set forth in this complaint, with interest and costs.
3. That a decree be entered in favor of plaintiff against defendant for the amount of plaintiff's damages, together with interest and costs.
4. Plaintiff further prays for such other, further and different relief as to this Court may deem just and proper in the premises.

Dated: August 3, 2006
South Amboy, New Jersey

HILL RIVKINS & HAYDEN LLP
Attorneys for Plaintiff

By:


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